

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

In the Matter of the Application of)	
)	
CYPRESS COMMUNICATIONS)	
OPERATING COMPANY, LLC)	
)	
For A Certificate Of Public Convenience And)	APPLICATION
Necessity To Provide Local Exchange)	
Telecommunications Services)	
And For Flexible Regulation)	
)	
)	

Cypress Communications Operating Company, LLC ("Cypress" or "Applicant") pursuant to S.C. Code Ann. §58-9-280(B), as amended, and Section 253 of the Telecommunications Act of 1996, respectfully submits this Application for Authority to Provide Local Exchange Service within the State of South Carolina. In addition, Cypress requests that the Commission regulate its local telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C. Cypress was authorized to provide interexchange telecommunications service in South Carolina pursuant to Order No. 2003-145 in Docket No. 2002-252-C.¹

Cypress initially proposes to provide facilities-based local exchange service using unbundled network element services. All services are available twenty-four (24) hours per day, seven (7) days a week. The Applicant will commence offering service following the granting of this application.

¹ Cypress interexchange certification was cancelled pursuant to Order No. 2008-585 on August 21, 2008. Cypress' request for reinstatement of its interexchange authority was granted by the Commission in Order No. 2009-649 on September 24, 2009.

Approval of this application will promote the public interest by increasing the level of competition within South Carolina. This competition will mandate that all exchange telecommunications providers will operate more efficiently, enabling the consumer to benefit via reduced rates.

In support of this Application, Cypress respectfully states as follows:

1. The name and address of the Applicant are:

Cypress Communications Operating Company, LLC
Four Piedmont Center, Suite 600
Atlanta, Georgia 30305
Telephone: (404) 869-2500
Facsimile: (404) 869-2525
Toll Free: (888) 205-6912
Website: www.cypresscommunications.com

2. All correspondence, notices, inquiries and other communications regarding this application should be sent to:

Ms. Bonnie D. Shealy, Esquire
Robinson, McFadden & Moore, P.C.
1901 Main Street, Suite 1200
Post Office Box 944
Columbia, SC 29202
Phone: 803-779-8900
Fax: 803-252-0724
Email: bshealy@robinsonlaw.com

3. Contact person regarding ongoing operations of the Company is:

Jack Harwood
Vice President & General Counsel
Cypress Communications Operating Company
Four Piedmont Center, Suite 600
Atlanta, Georgia 30305
Telephone: 404-442-0169
Facsimile: 404-812-7830
E-mail: jharwood@cypresscom.net

4. Description of Applicant

Cypress Communications Operating Company, LLC was originally incorporated in the state of Delaware on April 6, 2000. On December 21, 2004, the company converted from a corporation to a limited liability company pursuant to Delaware law. The Certificate of Conversion, Certificate of Formation, and Authority to Transact Business in the State of South Carolina are attached hereto as **Exhibit 1**.

5. Management & Technical Ability

Cypress has a team of managers and support personnel who are well qualified to operate a telecommunications business. Cypress will initially utilize combinations of network elements provided by the underlying carrier(s). Underlying carriers will perform all local switching, routing and call completion functions. Applicant's technical and managerial personnel are well qualified to direct the delivery and billing of the proposed services. Resumes of key personnel are included in **Exhibit 2**.

6. Customer Service

Cypress understands the importance of effective customer service for local service consumers. Cypress' toll free customer service telephone number will be available with live operator response 24 hours per day, 7 days per week. The Company's toll free telephone number for customer inquiries, complaints and repair is (888) 528-1788. Customers may contact the company in writing at the headquarters address indicated below. The contact for resolution of customer complaints with the Commission is:

Grant Williams, Director-Customer Support
Cypress Communications Operating Company
Four Piedmont Center, Suite 600
Atlanta, Georgia 30305
Telephone: (404) 442-0113

7. Financial Ability

Cypress has sufficient financial resources to operate in South Carolina. Cypress is a wholly owned subsidiary of Cypress Communications, Inc. ("Cypress Inc."). Cypress Inc. is the wholly owned operating subsidiary of Cypress Communications Holding Co., Inc. In support of the Cypress' financial ability to provide the proposed services, Cypress offers copies of its parent company's financial statements filed under seal, as **Exhibit 3**. Cypress is a privately held company. Accordingly, its financial statements are not public information. As a privately-held company, it does not issue annual reports or submit any financial filings with the Securities and Exchange Commission. The Applicant respectfully requests that these financial statements disclosed in connection with this Application be filed under seal, solely for the purpose of the Commission's and the Office of Regulatory Staff's review. Applicant's South Carolina intrastate operating expenses will be incremental in nature.

8. Proposed Service Territory and Services to be Offered

Cypress is requesting state-wide authority to provide local exchange services within South Carolina. Applicant will seek to enter into a stipulation with the South Carolina Telephone Coalition with respect to providing service in rural areas. Applicant is not asking the Commission to make a finding at this time regarding whether competition is in the public interest for rural areas. Cypress provides comprehensive phone, voice, data and Internet

communications services to small and medium-sized businesses. The Company offers integrated service bundles that include local, long distance, and international telecommunications services; high-speed Internet connectivity; e-mail services; fully-managed firewall services; web hosting; virtual private networks; calling cards; and audio and web interfacing. Cypress offers a bundled PBX service in buildings/campuses where Cypress has PBX facilities. **Exhibit 4** contains the proposed local exchange tariff.

9. Public Interest and Need

Approval of this application and Cypress' proposed tariff will serve the public interest and offer several benefits to consumers in South Carolina. Granting this Application will promote the public interest by increasing competition in the provision of telecommunications services in South Carolina. Applicant will provide customers high quality, cost effective telecommunications services, with an emphasis on customer service. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs while, simultaneously, promoting the availability of potentially desirable services.

The granting of Cypress's application is consistent with S.C. Code Ann. §58-9-280(B), as amended by 1996 Act No. 354, and, in that regarding Cypress makes the following representations to the Commission:

- A. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;

- B. The provision of local service by Applicant will not adversely impact the availability of affordable local exchange service;
- C. Applicant's local services will meet the service standards required by the Commission;
- D. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,
- E. The provision of local service by Applicant will not adversely impact the public interest.

10. Waivers and Regulatory Compliance

Cypress requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service providers. Such rules are not appropriate for competitive providers and constitute an economic barrier to entry into the local exchange market. Specifically, Cypress requests the following waivers:

- A. Cypress requests that it be exempt from any financial recording rules or regulations that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). As a competitive provider, Cypress currently maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP"). GAAP is used extensively by interexchange carriers. Since Cypress utilizes GAAP, the Commission will have a reliable method by which to evaluate Cypress's operations. Therefore, Cypress requests to be exempt from any and all USOA requirements of the Commission.
- B. In addition, Cypress requests a waiver of S.C. Reg. 103-610, and to be allowed to maintain its books and records at its headquarters location in Atlanta, Georgia. In the event that the Commission finds it necessary to review Cypress's books, this information will be provided upon request to the Commission or Cypress will bear the expense of travel for the Commission staff to examine the books and records located outside of South Carolina.
- C. Pursuant to S.C. Reg. 103-631 Cypress will make arrangements with the incumbent

LECs whereby the names of Cypress's customers will be included in the directories published by the incumbent LECs. These directories will be distributed to Cypress's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both Cypress and the incumbent LECs since customers will have to refer to only one directory for a universal listing of customer information. It would be an unnecessary burden on the Applicant to require that it publish and distribute its own directory to all customers located within each exchange area, particularly since nearly all of these customers will be customers of the incumbent LECs. It is more efficient for Cypress to simply include its customer list in the existing directories of the incumbent LECs.

- D. Cypress requests a waiver of 26 S.C. Regs. 103-612.2.3, the requirement to file operating maps with the Commission since the Company seeks statewide certification.

Cypress reserves the right to seek any regulatory waivers which may be required for Cypress to compete effectively within the states' local exchange market.

11. Flexible Regulation of Local Exchange Services

In Docket Number 97-467-C, the Commission approved a rate structure that incorporated maximum rate levels with the flexibility for adjustment below the maximum rate levels. The Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of a tariff filing and that any such tariff filings would be subject to the same monitoring process as similarly situated competitive local exchange carriers. Cypress submits that as a local exchange competitor it should be subject to regulatory constraints no greater than those imposed in the above mentioned docket. The Applicant requests that its local exchange service tariff filings

be regulated under this form of flexible regulation.

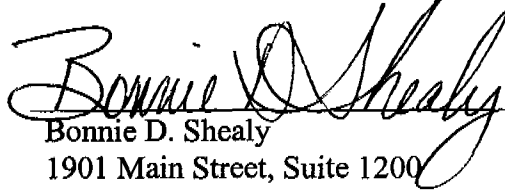
This Application demonstrates that Cypress has the technical, financial and managerial resources to provide local exchange service within South Carolina. The granting of this Application will promote the public interest by increasing the level of competition in the telecommunications markets of the state. Competition of this nature will mandate that all local telecommunications providers will operate more efficiently and improve the overall service quality for consumers.

Approval of the Application of Cypress will serve the public interest by offering consumers throughout the State of South Carolina a meaningful quality service option. Approval of this Application will also benefit consumers by creating greater competition in the local marketplace. Competition in the telecommunications marketplace inspires innovation and development of services that meet customer needs cost effectively.

Wherefore, Cypress Communications Operating Company, Inc. respectfully petitions this Commission for authority to operate as a provider of local exchange telecommunications services in the State of South Carolina in accordance with this Application, for flexible regulatory treatment of its local exchange services, and for such other relief as it deems necessary and appropriate.

Dated this 1st day of October, 2009.

Robinson, McFadden & Moore, P.C.

A handwritten signature in cursive script, reading "Bonnie D. Shealy", is written over a horizontal line.

Bonnie D. Shealy

1901 Main Street, Suite 1200

Post Office Box 944

Columbia, SC 29202

Telephone: (803) 779-8900

Facsimile: (803) 252-0724

BShealy@Robinsonlaw.com

Attorneys for Cypress Communications Operating
Company, LLC

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SCHEDULE OF EXHIBITS

EXHIBIT 1	Certificate of Incorporation and Authority to Transact Business in South Carolina
EXHIBIT 2	Management Resumes
EXHIBIT 3	Financial Statements CONFIDENTIAL & PROPRIETARY FILED UNDER SEAL
EXHIBIT 4	Proposed Local Exchange Tariff

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EXHIBIT 1

**ARTICLES OF INCORPORATION
SOUTH CAROLINA CERTIFICATE OF AUTHORITY
FOR FOREIGN CORPORATION**

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:00 PM 12/21/2004
FILED 12:00 PM 12/21/2004
RV 040929617 - 3207755 FILE

**CERTIFICATE OF CONVERSION
FROM A CORPORATION TO
A LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 266 OF THE
DELAWARE GENERAL CORPORATION LAW**

1. The name of the corporation immediately prior to the filing of this Certificate is:
Cypress Communications Operating Company, Inc.
2. The date the Certificate of Incorporation was filed on is April 6, 2000.
3. The name of the limited liability company as set forth in the Certificate of
Formation is: Cypress Communications Operating Company, LLC.
4. The conversion has been approved in accordance with the provisions of Section
266 of the Delaware General Corporation Law.

By: *Neal L. Miller*
Name: Neal L. Miller
Title: SVP & CFO

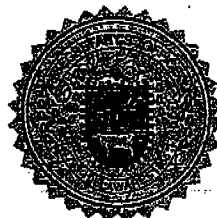
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "CYPRESS COMMUNICATIONS OPERATING COMPANY, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "CYPRESS COMMUNICATIONS OPERATING COMPANY, INC." TO "CYPRESS COMMUNICATIONS OPERATING COMPANY, LLC", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF DECEMBER, A.D. 2004, AT 12 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3207755 8100V

040929617

AUTHENTICATION: 3572100

DATE: 12-22-04

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:00 PM 12/21/2004
FILED 12:00 PM 12/21/2004
W 040929617 - 3207755 FILE

**CERTIFICATE OF FORMATION
OF
CYPRESS COMMUNICATIONS OPERATING COMPANY, LLC**

1. The name of the limited liability company is: Cypress Communications Operating Company, LLC.
2. The address of its registered office in the State of Delaware is 615 South Dupont Highway, City of Dover, County of Kent. The name of its registered agent at such address is TCS Corporate Services, Inc.

By: *[Signature]*
Name: Ned L. Miller
Title: V.P. S.C.F.O.

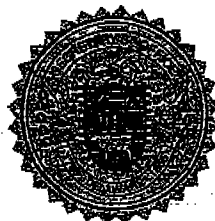
Delaware

PAGE 2

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "CYPRESS COMMUNICATIONS OPERATING COMPANY, LLC" FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF DECEMBER, A.D. 2004, AT 12 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3207755 8100V

040929617

AUTHENTICATION: 3572100

DATE: 12-22-04

DEENA K. SNIPES
DIRECTOR - LEGAL &
BUSINESS AFFAIRS



PHONE: (404) 869-2500
TELECOPY: (404) 442-0279
dsnipes@cypresscom.net

December 30, 2004

Via Federal Express

Secretary of State
Edgar Brown Building
1205 Pendleton Street, Suite 525
Columbia, SC 29201

Re: LLC Formation

To Whom It May Concern:

Enclosed are the following documents:

1. Two (2) Application for Surrender of Authority to do Business in the State of South Carolina
2. Two (2) Application for a Certificate of Authority by a Foreign Limited Liability Company to Transact Business in South Carolina
3. Certificate of Good Standing

Also enclosed is our check in the amount of One Hundred Twenty and 00/100 Dollars (\$120.00), which represents the filing fees for the above referenced documents.

We have also enclosed a pre-addressed stamped envelope for you to return the file stamped copies to me. If you have any questions regarding the enclosed, please do not hesitate to contact me at (404) 442-0169.

Sincerely,

Deena K. Snipes

DKS/rjdl
Enclosures

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

JAN 5 2004/5

Mark Hammond
APPLICATION FOR SURRENDER OF AUTHORITY TO DO BUSINESS IN
THE STATE OF SOUTH CAROLINA
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to S.C. Code § 33-15-200 the undersigned corporation hereby applies to the Secretary of State for surrender of authority to do business in the State of South Carolina, and for that purpose submits the following statement:

1. The name of the corporation is Cypress Communications Operating Company, Inc.
2. The corporation is incorporated under the laws of the state of Delaware
3. The corporation received a certificate of authorization to transact business in South Carolina dated 7/11/02
4. The corporation is no longer transacting business in South Carolina.
5. The corporation hereby surrenders its authority to transact business in the State of South Carolina.
6. The corporation revokes the authority of its registered agent in South Carolina to accept service of process, and consents that process in any action, suit, or proceeding based upon any cause of action arising in this State before the effective date of this application may be served on the Secretary of State.
7. The address to which the Secretary of State may mail a copy of any process against the corporation that may be served on him is 15 Piedmont Center, Suite 100, Atlanta, GA 30305

The corporation hereby agrees to notify the Secretary of State of any change in this mailing address

8. Unless a delayed date is specified, this application shall be effective upon acceptance for filing by the Secretary of State (See sections 33-1-230(b)):

Date 12-29-04

Cypress Communications Operating Company, Inc.
Name of Corporation

Neal L. Miller
Signature

Neal L. Miller - EVP/CFO
Type or Print Name and Office

FILING INSTRUCTIONS

1. Two copies of this application, the original and either a duplicate original or a conformed copy, must be filed.
2. Filing Fee (payable at the time of filing this document) - \$10.00

Return to: Secretary of State
PO Box 11350
Columbia SC 29211

FRNAPP FOR SURRENDER OF AUTHORITY.doc

050106-0012

FILED: 01/05/2005

CYPRESS COMMUNICATIONS OPERATING COMPANY, INC.

Filing Fee: \$10.00 ORIG



Mark Hammond

South Carolina Secretary of State

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

JAN 5 2006

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

APPLICATION FOR A CERTIFICATE OF AUTHORITY
BY A FOREIGN LIMITED LIABILITY COMPANY
TO TRANSACT BUSINESS IN SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

The following Foreign Limited Liability Company applies for a Certificate of Authority to Transact Business in South Carolina in accordance with Section 33-44-1002 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the foreign limited liability which complies with Section 33-44-1005 of the 1976 South Carolina Code as amended is Cypress Communications Operating Company, LLC
2. The name of the State or Country under whose law the company is organized is
Delaware
3. The street address of the Limited Liability Company's principal office is
15 Piedmont Center, Suite 100
Street Address
Atlanta, GA 30305
City State Zip Code
4. The address of the Limited Liability Company's current designated office in South Carolina is
2 Office Park Court, Suite 103
Street Address
Columbia, SC 29223
City State Zip Code
5. The street address of the Limited Liability Company's initial agent for service of process in South Carolina is
2 Office Park Court, Suite 103
Street Address
Columbia, SC 29223
City State Zip Code
and the name of the Limited Liability Company's agent for service of process at the address is
TCS Corporate Services
Name Signature
6. ☐ Check this box if the duration of the company is for a specified term, and if so, the period specified _____

050106-0013

FILED: 01/05/2006

CYPRESS COMMUNICATIONS OPERATING COMPANY, LLC

Filing Fee: \$110.00 ORIG



Mark Hammond

South Carolina Secretary of State

Cypress Communications Holding Company, LLC
Name of Limited Liability Company

7. ☐ Check this box if the company is manager-managed. If so, list the names and business addresses of each manager

a. _____
Name

Business Address

City State Zip Code

b. _____
Name

Business Address

City State Zip Code

8. ☒ Check this box if one or more members of the foreign limited liability company are to be liable for the company's debt and obligation under a provision similar to Section 33-44-303(c) of the 1976 South Carolina Code of Laws, as amended.

Date 12-29-04


Signature

Neal L. Miller - EVP/CFO

Name

Capacity

FILING INSTRUCTIONS

1. This application must be accompanied by an original certificate of existence not more than 30 days old (or a record of similar import) authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under which it is organized.
2. File two copies of these articles, the original and either a duplicate original or a conformed copy.
3. If management of a limited liability company is vested in managers, a manager shall execute this form. If management of a limited liability company is reserved to the members, a member shall execute this form. Specify whether a member or manager is executing this form.
4. This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Return to: Secretary of State
P.O. Box 11350
Columbia, SC 29211

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

CYPRESS COMMUNICATIONS OPERATING COMPANY, LLC, A Limited Liability Company duly organized under the laws of the State of SOUTH CAROLINA, and issued a certificate of authority to transact business in South Carolina on January 5th, 2005, with a duration that is at will, has as of this date filed all reports due this office, including its most recent annual report as required by section 33-44-211, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
6th day of January, 2005.

A handwritten signature in cursive script that reads "Mark Hammond".

Mark Hammond, Secretary of State

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**EXHIBIT 2
MANAGEMENT RESUMES**

Stephen L. Schilling - President & CEO

Stephen L. Schilling has over 20 years of experience in the telecom and data communications industry where he has specialized in turnarounds, start-ups and managing high-growth firms. Prior to Cypress Communications, Steve was the founder and President of Netifice Communications, a company he created in 1998 and led until its merger with MegaPath Networks. Under his leadership, Netifice navigated the turbulent waters of telecom in the early 2000's to become a thriving, nationally recognized leader and innovator in the IP VPN space.

Prior to Netifice, Steve was President and COO of Charter Communications International, and prior to Charter Communications, he held executive positions at GE Capital-ResCom, MFS and RealCom Office Communications.

Steve has twice been named to Catalyst Magazine's Atlanta's Top 50 Entrepreneurs list. In 2000 he was an Ernst & Young's Entrepreneur of the Year finalist and in 2004 he was awarded Atlanta Telecom Professionals' Award for Outstanding Leadership. Steve speaks frequently at industry tradeshows and has been published in various trade journals. He earned a B.S. in Administrative Management from Clemson University and an M.B.A. in International Business from Georgia State University.

Scott Drake - Executive VP and CFO

Scott Drake brings to Cypress Communications more than 20 years of telecommunications experience in both private and public companies, including CFO roles at five private telecom ventures over the last 15 years. He has also held executive positions at WorldCom, The Breckenridge Group and spent five years in banking and auditing. Scott holds a BA in Accounting from The University of West Florida.

John A. "Jack" Harwood - Vice President & General Counsel

John A. Harwood, known as "Jack", serves as Vice President and General Counsel for Cypress Communications. Jack has an extensive communications legal background, serving as in-house counsel for over 20 years with BellSouth Corporation. From 1992-2007, Jack held the position of Senior Mergers & Acquisitions Counsel for BellSouth. In this position, Jack represented BellSouth in its negotiation of complex contracts, formation of new joint ventures, disposition of unprofitable lines of business, venture capital investments, and merger & acquisition activities.

From 1990 to 1992, Jack served as General Counsel of BellSouth International, where he acted as lead in-house counsel for investments in France, Germany, Italy, Israel, Argentina, Uruguay, Chile, Guatemala, Mexico, Australia, Malaysia, and New Zealand. His career at BellSouth began in 1985 with Jack providing advice in connection with new ventures and domestic acquisitions. Prior to BellSouth, Jack practiced tax planning, commercial law, as well as mergers and acquisitions by joining the Atlanta office of Kutak Rock LLP.

Jack attended Creighton University in Omaha, Nebraska, earning a Bachelor of Arts degree, Magna Cum Laude, in 1978. He then attended the College of Law at the University of Arizona, where he

was a member of the Order of the Coif and an editor of the Law Review. After receiving his Juris Doctor degree, Jack attended the Graduate Tax Program at the University of Florida, where he received a Master of Laws degree in Taxation.

Jorge L. Rosado - Executive Vice President - Engineering and Network Operations

Jorge L. Rosado has over 30 years of engineering and telecommunications executive management experience. As Executive Vice President of Engineering and Network Operations, Jorge leads the development and execution of the company's IT, IS and network business plans.

Prior to joining Cypress Communications, Jorge served as EVP Operations and Development at Netifice Communications, COO at Intelispan Inc. (acq. by McLeod USA), SVP of Operations and Development at Splitrock Services (acq. by McLeod USA), Co-Founder and VP Operations & Planning at Gridnet International (later part of MCI WorldCom) and held several positions in Engineering, Operations and Planning at Bellsouth, including VP General Manager of Bellsouth Advanced Networks. Jorge received a BSEE from Florida Atlantic University.

Frank Grillo - Executive Vice President - Marketing and Product Management

As a visionary communications executive, Frank M. Grillo joined Cypress Communications in August of 2005. Frank is known for his ability to identify growth opportunities and to produce extraordinary results that make a real contribution to the bottom line of an organization. Previously, Frank worked as Senior Vice President - Business Services for Z-Tel and as Senior Vice President of Global Business Markets for MCI WorldCom, where he managed over 1,000 marketing professionals and was responsible for global business marketing strategy, including product management, pricing, marketing communications, advertising, sales training, sales support, sales engineering and online and alternate channel distribution. From 1995 to 2000 he was Vice-President of Marketing for LDDS. Frank has also been recognized as the Technology Marketing Executive of the Year by the Technology Association of Georgia (TAG). A frequent lecturer at events and tradeshows,

Ray Johnson - Executive Vice President - Sales

A top performing and results-focused executive, Ray Johnson brings twenty (20) years of sales leadership and business management experience to the Cypress Communications team. His experience combined with an entrepreneurial vision has enabled him to lead the growth of successful wireless and wire-line telecommunications companies. Prior to Cypress, Ray co-founded a telecom consulting and management firm and led as Vice President / General Manager, a telecom expense management and business process outsourcing company. Prior to these experiences, Ray served as Sales Center Vice President for AT&T Business Services, Director of Sales for AT&T Wireless and held several leadership positions with McCaw Cellular Communications. Ray is a graduate of Boston College and has a Bachelor of Science degree in Business Administration with concentrations in Computer Science and Marketing.

Dale L. Bennett - Senior Vice President - Field Operations Southeast / West

Dale L. Bennett serves as Senior Vice President of Field Operations and is responsible for the company's local field operating units in the southeastern and western regions. Dale has 27 years of experience in both public and private telecommunication companies and 10 years of service with Cypress Communications. Dale has also served Cypress as Regional Vice President of Field Operations and Vice President of Field Operations - Enterprise Services. Prior to Cypress, Dale held management positions at Bell Atlantic/Verizon, as well as Georgetown University and Medical Center. Dale is also a decorated veteran of the U.S. Marine Corps.

Michael Blair - Senior Vice President - Field Operations Northeast

Mike Blair serves as a Senior Vice President of Field Operations for the northeast region. In this role, Mike is responsible for the branch operations and the Cypress Communications field technical force operating throughout the northeast. With nearly two decades of experience in the telecommunications industry, Mike brings a diverse background to this role at Cypress. He also has over 15 years spent in management positions at distinguished telecommunication companies such as Fairchild Communications, Shared Technologies and Intermedia. Most recently, Mike served as Cypress Communications' Vice President of Shared Tenant Services Operations. Mike studied business at Montana State University and earned a Telecommunication degree from Dakota County Technical College in Minneapolis.

Mark Herold - Vice President-Human Resources

Mark Herold comes to Cypress Communications with two decades of experience, driving change and cultivating a high-performance culture. Mark is responsible for facilitating a performance-driven culture guided by the Cypress values, resulting in the delivery of superior customer service. Previously, Mark served as vice president of HR at AMVESCAP Retirement. As part of the due diligence team, he helped seamlessly transition the company during its acquisition by Merrill Lynch Global Retirement Services. Mark also led human resource shared services at the U.S. headquarters of ING Financial Services, providing leadership and strategic direction of the payroll and benefits administration needs of 10,000 full-time ING Financial employees and 5,000 retirees.

Mark also serves as executive sponsor of Cypress Cares, a company-wide community involvement organization. Employees are encouraged to participate in worthwhile and rewarding community volunteer programs. Mark graduated from St. John's University in Collegeville, Minnesota with a degree in Business and earned a Master of Business Administration with a concentration in Industrial Relations from the University of Minnesota. Outside of Cypress, Mark enjoys his family, gardening and a day on the tennis court or golf course.

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)

EXHIBIT 3

FINANCIAL STATEMENTS

**CONFIDENTIAL AND PROPRIETARY
FILED UNDER SEAL**

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

In the Matter of the Application of)
)
CYPRESS COMMUNICATIONS)
OPERATING COMPANY, LLC)
)
For A Certificate Of Public Convenience And)
Necessity To Provide Local Exchange)
Telecommunications Services)
And For Flexible Regulation)
)
)

EXHIBIT 4

PROPOSED LOCAL EXCHANGE SERVICES TARIFF

CYPRESS COMMUNICATIONS OPERATING COMPANY, LLC

RULES AND REGULATIONS AND SCHEDULE OF RATES AND CHARGES

APPLYING TO LOCAL EXCHANGE COMMUNICATIONS SERVICES

WITHIN THE STATE OF SOUTH CAROLINA

Issued:

Effective:

Issued By:
Stephen L. Schilling, President & CEO
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Atlanta, Georgia 30305

CHECK SHEET

The sheets of this Tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original Tariff and are in effect on the date shown.

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EXPLANATION OF SYMBOLS

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (S) To Signify a Reissued Matter
- (T) Indicates Change of Text Only
- (Z) Correction

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EXPLANATION OF TERMS

ACCESS LINE

An arrangement which connects the Customer's location to a Cypress network switching center.

ACCOUNT CODE

A numeric code which enables a Customer to identify individual users for administrative purposes.

ADVANCE PAYMENT

Part or all of a payment required before the start of service.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

AUTOMATIC NUMBER IDENTIFICATION ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes.

CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route.

COMMON CARRIER

A company or entity providing telecommunications services to the public.

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EXPLANATION OF TERMS (Cont'd)

COMPANY OR "CYPRESS"

Cypress Communications Operating Company, LLC, unless otherwise clearly indicated from the context.

COMMISSION

South Carolina Public Service Commission

CUSTOMER OR SUBSCRIBER

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

CUSTOMER PREMISES EQUIPMENT ("CPE")

Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DIAL PULSE ("DP")

The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DUAL TONE MULTI-FREQUENCY ("DTMF")

The pulse type employed by tone dial station sets. (Touch tone)

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

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EXPLANATION OF TERMS (Cont'd)**EXCHANGE ACCESS LINE**

A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE

The provision to the Customer of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the Customer's premises.

FINAL ACCOUNT

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

HANDICAPPED PERSON

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-103, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

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EXPLANATION OF TERMS (Cont'd)

HOLIDAYS

Recognized holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

INTERFACE

That point on the premises of the Customer at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA

Local Access and Transport Area.

LOCAL CALL

A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a Customer for exchange service may make telephone calls without a toll charge.

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

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EXPLANATION OF TERMS (Cont'd)

LOOPS

Segments of a line that extend from the serving central office to the originating and to the terminating point.

MAC REQUEST

A single move, add or change with respect to services or equipment provided by Cypress to Customer.

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

PRIVATE BRANCH EXCHANGE SERVICE ("PBX")

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

PSAP

Public Safety Answering Point to which emergency (911) calls are routed.

RATE CENTER

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

REFERRAL PERIOD

The time frame, during which calls to a number that has been changed, will be sent to a recording which will inform the caller of the new number.

SELECTIVE ROUTING ("SR")

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

TARIFF

The entire body of regulated rates, tolls, rentals, changes, classifications, rules, procedures, policies, etc. adopted and filed with the Commission by Cypress in fulfilling its role of telecommunications service. The term may also be used in reference to similar documents filed with state regulatory agencies.

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EXPLANATION OF TERMS (Cont'd)

TELECOMMUNICATIONS

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

TELEPHONE COMPANY

The incumbent local exchange company.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

USER OR END USER

A Customer, Joint User, or any other person(s) authorized by a Customer to use service provided under this Tariff.

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TARIFF FORMAT

- A. **Page Numbering** – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be numbered 14.1.
- B. **Page Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14. Because of various suspension periods, deferrals, etc., that the Commission allows in its tariff approval process, the most current page number on file is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** – There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A(1)
 - 2.1.1.A(1)(a)
- D. **Check Sheets** – When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbol used on the Check Sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision numbers on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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1 - APPLICATION OF TARIFF

1.1 APPLICATION OF TARIFF

This Tariff sets forth the service offerings, terms, regulations and rates applicable to the furnishing of intrastate telecommunications services provided by Company for telecommunications originating within the State of South Carolina and terminating within the calling party's local calling area. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The rates and regulations contained in this Tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by Telephone Company or other entity for use in accessing the services of Company.

The Customer is entitled to limit the use of Company's services by Users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Company.

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2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Undertaking of the Company

The Company shall be responsible only for the installation, operation and maintenance of service that it provides and does not undertake to transmit messages under this Tariff. This Tariff shall be interpreted and governed by the State of South Carolina regardless of its choice of laws provision. Services provided under this Tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this Tariff.

2.1.2 Obligation of the Company

The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the State of South Carolina.

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other companies to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the Customer; and (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Obligation of the Company (Cont'd)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.1.3 Use of Service

- A. Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. The use of Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. Company's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- E. Company does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Use of Service (Cont'd)

- F. Company's services may be denied for nonpayment of charges or for other violations of this Tariff.
- G. Company's services may be denied for any use by Customer that is illegal, or poses an undue risk or liability to Company, or is obtained through fraud or willful misrepresentation.
- H. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- I. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- J. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Use of Service (Cont'd)

K. PROHIBITED USES

- (1) The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.
- (2) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.
- (3) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (4) A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- (5) Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available Tariffs.
- (6) The services of the Company shall not be used to transmit impermissible content.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.4 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.5 [RESERVED]

2.1.6 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.1.7 Limitations on Liability

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, to Customer as a result of any Company service, equipment or facilities, or the acts or omissions of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or strikes, lock-outs, work stoppages, or other labor difficulties.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- F. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

- G. The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.
- H. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- I. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

J. The Company is not liable for any claims for loss or damages involving:

- (1) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (2) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- (3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- (4) Any act or omission in connection with the provision of 911, E911 or similar services;
- (5) Any noncompletion of calls due to network busy conditions;
- (6) Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, and toll or usage fraud;
- (7) Any placement of calls from Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network;
- (8) Libel, slander, invasion of privacy or infringement of patents, trade secrets or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services or services with Customer-provided facilities or services;

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

J. The Company is not liable for any claims for loss or damages involving: (Cont'd)

- (9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for Company and/or is not authorized by Company; and
- (10) Any calls not actually attempted to be completed during any period that service is unavailable.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

- K. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- L. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- M. Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- N. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- O. Except for billing disputes, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim. Billing disputes shall be deemed waived after three (3) years.
- P. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered, except in the case of billing disputes, which must be presented within three (3) years of the date of the occurrence that gave rise to the claim.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

- Q. The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on claim of negligence by the Company.
- R. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- S. Acceptance of the provisions of this section by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in the court of law.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.8 NETWORK INTERFACE DEVICE

The Network Interface Device (NID) is the company-provided interface terminating the telecommunications network, on the property where the customer's service is located, at a point determined by the Company. The NID is a FCC Part 68 registered jack from which customer inside wire may be connected to the Company's network. The Part 68 registered jacks are: RJ1DC, RJ11C/W, RJ14C/W, RJ14X, RJ15C, RJ17C, RJ18C/W, RJ2DX, RJ2EX, RJ2FX, RJ2GX, RJ2HX, RJ2MB, RJ21X, RJ25C, RJ26X, RJ27X, RJ31M, RJ31X, RJ38X, RJ4MB, RJ41M, RJ41S, RJ45M, RJ45S, RJ48C, RJ48H, RJ48M, RJ48S, RJ48T, RJ48X, RJ61X, AND RJ71C. All wiring on the Customer's premises that is connected to the telephone network shall connect to the Company's network through the Company-provided NID. The Company is responsible for maintenance of the NID. The NID used for the termination of CPW shall be located outside the customer premises unless an outside location is impractical or the customer requests that it be located inside the premises. When the NID is located inside the premises, it shall be located at a point closest to the protector that is convenient to the Customer. Any additional cost associated with placing the NID inside when requested by the Customer shall be at the Customer's request. For installation in multi-story or multi-company buildings, the NID shall be located at a point between the CPW and the telephone company network. This location may be the telephone equipment room, wiring closet, inside or outside the customer premises, or other designated location that is accessible to the Customer. If a customer requests that the NID be placed in a location other than that selected by the Company the Customer must pay any additional expense associated with placing the NID in the location requested by the customer.

2.1.9 [Reserved]

2.1.10 Blocking of Service

The Company's facilities can be used to originate calls to other telephone companies' or Information Provider's caller-paid information services, only with expressed authorization from Cypress. The Company reserves the right to block services that violate the prohibited use policy.

2.1.11 Testing, Maintenance, and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections. The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.11 Testing, Maintenance, and Adjusting (Cont'd)

maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

2.1.12 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on not less than the cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.13 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

2.1.14 Rights-of-Way

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.15 Governmental Authorizations

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

2.1.16 Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.17 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company's network.

The Company maintains the right to apply protective controls, *i.e.*, those actions such as call gapping, which selectively cancels the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.2 MINIMUM PERIOD OF SERVICE

2.2.1 General

The minimum period of service is one month except as otherwise provided in this Tariff. The Customer must pay the regular Tariffed rate for the service they subscribe to for the minimum period of service except as provided in Section 2.2.2 below. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. The original customer, however, remains responsible for the remaining payment in case of early termination or non-payment by the new customer. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

2.2.2 Term Liability/Termination Charges

Certain services in this Tariff are offered with an optional discount for a Term Commitment. If a Customer elects a Term Commitment, then upon the termination of service prior to the end of the Term Commitment by the Company for cause as provided in this Tariff or by the Customer for any reason, Customer shall pay Cypress termination liability calculated as follows: one-hundred percent (100%) of the total charges that Customer would have paid for Services subject to the Term Commitment, excluding charges billed on the basis of usage, if there had been no termination; with such calculation being based upon all applicable charges in effect under this Tariff at the time of termination and measured from the time of the termination until the end of the Term Commitment. Cypress will notify the Customer 60 days in advance of an automatic contract renewal.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The Customer is responsible for all local and toll calls originating from the Customer's premises and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge. Service will be directly billed by the Company on a monthly basis

2.3.2 Deposits

- A. Cypress may require from any customer or from any prospective customer, a deposit intended to guarantee payment of bills for regulated service, if any of the following conditions exist:
1. The customer has had two 30-day arrearages in the past 24 months, or the customer has been sent two or more late payment notices in the past 9 months; or
 2. A new customer cannot furnish either an acceptable co-signer or guarantor who is a customer of the utility within the State of South Carolina to guarantee payment; or
 3. The customer's gross monthly billing increases; or
 4. A customer has had his monthly service terminated by any telephone utility for non-payment or fraudulent use; or
 5. The utility determines, through use of commercially acceptable methods, that the customer's credit and financial condition so warrants.
- B. Deposits will not be required by Cypress based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
- C. For a new customer, a maximum deposit may be required up to an amount equal to an estimated two (2) months (60 days) total bill (including toll and taxes). For an existing customer, a maximum deposit may be required up to an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six (6) months.
- D. Simple interest on deposit at the rate not less than prescribed by the commission shall be paid by Cypress to each customer required to make a deposit for the time it is held by Cypress. The interest shall be accrued annually and payment of such interest shall be made to the customer at least every two (2) years and at the time the deposit is returned.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

E. Deposit shall be returned completely with interest after two (2) years unless the customer has had two (2) 30-day arrearages in the past twenty-four (24) months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two (2) late payment notices in the past nine (9) months, or has a returned check in the past six (6) months.

F. The fact that a deposit has been made shall in no way relieve the applicant or Customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to Customer deposits.

G. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

H. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.3 Payment of Charges

- A. The Customer is responsible for payment of all charges for service furnished to the User. Bills are due and payable on the date of presentation. Bills may be paid by mail or in person at the business office of Cypress or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payments may be made by check, money order, or cashier's check.
- B. Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within three (3) years after the bill is rendered.

2.3.4 Returned Check Charge

When a check that has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge as set forth in Section 11.7 of this Tariff. This charge will be in addition to any charges assessed by any financial institution.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.5 Late Payment Charges

- A. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within 20 days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by one and a half percent (1.5%).
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.6 Adjustment of Bills

If it is found that Cypress has directly or indirectly, by any device whatsoever, demanded, charged, collected, or received from any customer a greater or lesser compensation for any service rendered or to be rendered by such telephone utility than that prescribed in the schedules of such telephone utility applicable therein than filed in the manner provided in Title 5B of the South Carolina Code of Laws, or if it is found that a customer has received of accepted any service from Cypress for a compensation greater or lesser than prescribed in such schedules; or if, for any reason, billing error has resulted in a greater or lesser charge than that incurred by the customer for the actual service rendered, then the method of adjustment will be as provided by the following:

2.3.6.A Customer Willfully Overcharged

If Cypress has willfully overcharged any customer, Cypress shall refund the difference, plus interest, as prescribed by the commission, for the period of time that can be determined that the customer was overcharged.

2.3.6.B Customer Inadvertently Overcharged

If Cypress has inadvertently overcharged a customer as a result of a misapplied schedule or any other human or machine error, Cypress shall, for any amount of one dollar (\$1.00) or more (amounts less than \$1.00 will be credited to account) at the customer's option, credit, or refund the excess amount paid by that customer or credit the amount billed as provided by the following:

- 1) If the interval during which the customer was overcharged can be determined, then Cypress shall credit or refund the excess amount charged during the interval, provided that the applicable statute of limitations shall not be exceeded.
- 2) If the interval during which the customer was overcharged cannot be determined, then Cypress shall credit or refund the excess amount charged during the 12-month period preceding the date when the error was discovered.
- 3) If the exact amount of the overcharge incurred by the customer during the billing periods subject to adjustment cannot be determined, then the credit or refund shall be based on an appropriate estimated amount of excess payments.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.6 Adjustment of Bills (Cont'd)

2.3.6.C Customer Undercharged Due to Willfully Misleading Company

If Cypress has undercharged any customer as a result of fraudulent or willfully misleading action of that customer, or any action by any person (other than the employees or agents of Cypress), such as tampering with the facilities, when it is evident that such tampering or bypassing occurred during the residency of that customer, or if it is evident that a customer has knowledge of being undercharged without notifying Cypress as such, then Cypress shall recover the deficient amount provided as follows:

- 1) If the interval during which the customer was undercharged can be determined, then Cypress shall collect the deficient amount incurred during the entire interval, provided that the applicable statute of limitations is not exceeded.
- 2) If the interval during which the customer was undercharged cannot be determined, then Cypress shall collect the deficient amount during the 12-month period preceding the date when the billing error was discovered by Cypress.

2.3.6.D Customer Undercharged Due to Human Or Machine Error

If Cypress has undercharged any customer as a result of a misapplied schedule, or any human or machine error then Cypress may recover the deficient amount as follows:

- 1) If the interval during which a customer was undercharged can be determined, then Cypress may collect the deficient amount incurred during the entire interval up to a maximum of six (6) months..
- 2) If the interval during which a customer was undercharged cannot be determined, then Cypress may collect the deficient amount incurred during the six (6) month period preceding the date when the billing error was discovered by Cypress.
- 3) The customer shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bills devoid of late charges, over the same number of billing periods which occurred during the interval the customer subject to pay the deficient amount.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.7 Customer Overpayments

An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. Any overpayments will be applied to the Customers future billings. The Customer, upon written request, will be issued reimbursement for the overpayment. The Company will issue a check for such overpayment within 60 days from receipt of request.

2.4 DISPUTED BILLS

In the case of a dispute between a Customer and Cypress as to the correct amount of a bill rendered by Cypress for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

- A. The Customer must make a request, and Cypress will comply with the request, for an investigation and review of the disputed amount. Billing disputes shall be deemed waived after three (3) years.
- B. The undisputed portion of the bill must be paid upon receipt of invoice and no later than twenty (20) dates from the mailing date or delivery date of the bill or the service will be subject to disconnection if Cypress has notified the Customer by written notice of such delinquency and impending termination.
- C. If there is still disagreement after the investigation and review by a manager of Cypress, the Customer may appeal to the South Carolina Office of Regulatory Staff for its investigation and decision. Their address is: 1401 Main Street, Suite 900, Columbia, SC 29201.
- D. After the investigation and review are completed by Cypress as noted in (A) above, and dispute is found to be invalid by Cypress, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within ten (10) calendar days after the date Cypress notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the date of presentation shown on the bill.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.5 CUSTOMER COMPLAINTS**

During normal hours of operation, all calls will be handled by a Cypress Communications Support Specialist. Calls received outside normal business hours will be answered by an after hours answering service operator, who will page an on-call technician to the Customer.

A Customer or prospective Customer may initiate a complaint or billing inquiry with Cypress by either calling during normal business hours or submitting a written complaint to:

Cypress Communications Operating Company, LLC
c/o Cypress Communications, Inc.
4 Piedmont Center Suite 600
Atlanta, Georgia 30305
Toll-free Customer Service No.: (888) 528-1788
support@cypresscom.net

If the Company and the Customer are unable to resolve the dispute, the Customer may file a complaint with the South Carolina Office of Regulatory Staff. The address and other contact information of the Office of Regulatory Staff follows:

Office of Regulatory Staff
Consumer Services Division
1401 Main Street, Suite 900
Columbia, SC 29201
Telephone: (803) 737-0800
Toll Free Number: (800) 922-1531
Fax Number: (803) 737-4750

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 ACCESS TO CUSTOMER'S PREMISES

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.7 APPLICATION OF RATES

2.7.1 Usage Based Charges

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- (A) Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit. The first thirty (30) seconds will be the initial billing increment and every six (6) seconds thereafter will be additional billing increments.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- (E) All times refer to local time. There is no variation in call rates based on time of day or day of week.
- (F) There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.7 APPLICATION OF RATES (Cont'd)

2.7.2 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

A. Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Telcordia, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

B. The airline distance between any two rate centers is determined as follows:

1. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the Company or from the above-referenced Telcordia document.
2. Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates.
NOTE: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
3. Divide each of the differences obtained in (2) by three, rounding each quotient to the nearer integer.
4. Square these two integers and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained in (3) by three and repeat step (4). Repeat this process until the sum of the squares obtained in (4) is less than 1778.

5. The number of successive divisions by three in steps (3) and (4) determines the value of "N". Multiply the final sum of the two squares obtained in step (4) by the multiplier specified in the following table for this value of "N" preceding.

N	Multiplier	Minimum Rate Mileage
1	0.9	-
2	8.1	41
3	72.9	121
4	656.1	361

6. Obtain square root of product in (5) and, with any resulting fraction, round up to the next higher integer. This is the message rate mileage except that when the mileage so obtained is less than the minimum rate shown in (5) preceding, the minimum rate mileage corresponding to the "N" value is applicable.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 DENIAL OR DISCONTINUANCE OF SERVICE

2.8.1 Disconnection Without Notice

The Company may not deny or discontinue service to a customer without prior written notice except for the following reasons:

- A. If a condition immediately dangerous or hazardous to life, physical safety, or property exists; or
- B. Upon order by any court, the Commission, or any other duly authorized public authority; or
- C. If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes; or
- D. If Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others; or
- E. Customer's tampering with equipment furnished and owned by the Company.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 DENIAL OR DISCONTINUANCE OF SERVICE (Cont'd)

2.8.2 Disconnection With Notice

The Company may suspend or discontinue service without suspension or, following suspension of service, sever the connection and remove any of its equipment from the Customer's premises in the exchange after prior written notice only for one of the following reasons:

- A. Non-payment of any past due bill for jurisdictional services. The Company will provide written notice by first class US mail stating that discontinuance of service will occur in 10 days with reasons specified. The Company may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is past due. Solely for the purposes of 2.8.2, a bill is past due if not paid within 30 days of the due date.
- B. Violation or non-compliance with the Commission's Rules and Regulations governing application for and supply of services by providers.
- C. Obtaining service by subterfuge which includes, but is not restricted to, an application for service at a location in the name of another party by a Customer whose account is delinquent and who continues to reside at the premises.
- D. Violation of any Company tariff rule on file with and approved by the Commission which may adversely affect the safety of the Customer or other persons or the integrity of the provider's service.
- E. Failure to comply with municipal ordinances or other laws pertaining to telecommunications service which may adversely affect the safety of the Customer or other persons or the integrity of the provider's service.
- F. Failure of the Customer to permit the Company reasonable access to its facilities or equipment.
- G. In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.
- H. Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 DENIAL OR DISCONTINUANCE OF SERVICE (Cont'd)

2.8.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the Customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the Customer's account as of the opening of business on that day.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 DENIAL OR DISCONTINUANCE OF SERVICE (Cont'd)

2.8.4 Emergency Termination of Service

The Company will immediately terminate any portion of the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.9.1 Application of Rates

A. Business rates as described in this Tariff apply to service furnished:

- (1) In office buildings, stores, factories and all other places of a business nature;
- (2) At any location approved by the Company, where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
- (5) At any location approved by the Company, where the Customer resells or shares exchange service.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)****2.9.2 Telephone Number Changes**

When a customer's telephone number is changed or disconnected, the Company will offer to intercept all calls to the former telephone number in accordance with the following:

- A. Intercept service will be provided for changed numbers until the former number is reassigned due to equipment or telephone numbering resource shortages or until it is no longer listed in the current directory; and
- B. Intercept service will be updated daily to reflect the most current service order activity affecting the Company's customers.

The Company reserves all rights to the telephone numbers assigned Customers. The Customer may order a Vanity Number where facilities permit for an additional charge as specified in Section 11.2 of this Tariff.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.10.1 Credit for Interruptions

- A. Customer may report Service and Equipment problems to Customer's customer service representative or customer service center twenty-four (24) hours per day, seven (7) days per week.
- B. Customer is entitled to a credit only for service interruptions that exceed three (3) hours in duration from the time that Customer notifies Cypress of the problem (the "Minimum Period"). Such credits shall be equal to 1/1440 of its monthly recurring charge for the affected service for each one-half (½) hour period in which there is a major outage for such Service in excess of the Minimum Period for such service.
- C. For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls – incoming, outgoing, or both – due to Company equipment malfunction or human errors by Company personnel. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy, or other network and/or switching capacity shortages.
- D. Under no circumstances is the Customer entitled to a credit when the interruption is caused by or is the result of:
 - (1) A Force Majeure Event or any other reason beyond Company's control.
 - (2) Interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the Customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
 - (3) Interruptions due to the failure or malfunction of non-Company equipment, including service connected to Customer provided electric power;
 - (4) Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
 - (5) Interruptions of service during a period in which the Customer continues to use their service on an impaired basis;
 - (6) Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and,
 - (7) Interruptions in service due to circumstances or causes beyond the control of the Company.
- E. A "Force Majeure Event" is defined as any act or event which is beyond Company's reasonable control, including but not limited to, national emergencies; acts of war or other civil commotion; acts of God; earthquakes; fires; flood; adverse weather conditions; explosions; other catastrophes; embargo; insurrections; riots; sabotage; strikes; lockouts; work stoppages or other labor difficulties; any law, order, regulation or other action of any governing authority or agency thereof; or failure of the Internet.

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3 - CONNECTION CHARGES

3.1 CONNECTION CHARGE (See Rate Schedule at Section 11.1)

3.1.1 General

Connection Charges are nonrecurring charges which apply to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

A. Installation / Service Order Charge

Covers the administrative and labor costs associated with the installation for either the analog line or seat associated with the C2/C2E product (*See* Sections 5.1 and 6.3 for product descriptions).

B. Restoral Charge

A restoral charge applies each time a service is reconnected after disconnection with notice as described in Section 2.8.2 of this Tariff, but before cancellation of the service.

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4 - SUPPLEMENTAL SERVICES**4.1 [RESERVED]****4.2 BUSY LINE VERIFICATION AND INTERRUPT SERVICE****4.2.1 General**

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

4.2.2 Rate Application (See Rate Schedule in Section 11.2 of this Tariff.)**A. A Busy Line Verification Charge will apply when:**

- (1) The operator verifies that the line is busy with a call in progress,
or
- (2) The operator verifies that the line is available for incoming calls.

B. A Verification and Interruption Charge will apply when

- (1) The operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption,

and
- (2) The Customer requests interruption.

C. No charge will apply when the calling party advises that the call is from an official public emergency agency.

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4 - SUPPLEMENTAL SERVICES (Cont'd)

4.3 LOCAL OPERATOR SERVICE (See Rate Schedule in Section 11.2 of this Tariff.)

Outbound local calls may be completed or billed with the live or mechanical assistance by the Company's chosen operator service provider. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (See Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service plus operator assisted surcharges applicable based on type of call.

Operator Assistance charges do not apply for the following calls:

- Calls to Company-listed Official Public Emergency Agencies
- Calls to official Company numbers
- Calls to Directory Assistance Service
- Calls from persons experiencing dialing difficulty
- Calls from persons who are visually and/or physically disabled will be exempted by means of the completion of a self-certification form supplied by the Company.

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

A Person-to-Person Call is any call whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. Person-to-Person Calls are provided by an operator.

A Collect Call is a call completed with the assistance of a Company operator for which charges are billed, not to the originating telephone number, but to the destination or terminating number.

A Third Party Call refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a third party.

An Operator Dialed Charge occurs when the end user paces the call without dialing the destination number, although the customer has the capability to do so. The end user will dial "0" for local calls and "00" for long distance calls and then request that the operator dial the called station.

A Calling Card Call refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

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4 - SUPPLEMENTAL SERVICES (Cont'd)

4.4 [RESERVED]

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4 - SUPPLEMENTAL SERVICES (Cont'd)

4.5 VANITY NUMBER SERVICE (See Rate Schedule in Section 11.2 of this Tariff.)

4.5.1 General

- A. Vanity Number Service allows a Customer to order a specified telephone number rather than the next available number.
- B. Vanity Number Service is furnished subject to the availability of facilities and requested telephone numbers.
- C. The Company will not be responsible for the manner in which Vanity Numbers are used for marketing purposes by the Customer.
- D. When a new Customer assumes an existing service which includes Vanity Number Service, the new Customer may keep the Vanity Number, at the Tariffed rate, with the written consent of the Company and the former Customer.
- E. The Company reserves and retains the right:
 - (1) To reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;
 - (2) Of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any Customer to another, except as otherwise provided in this Tariff;
 - (3) To assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.
 - (4) The limitation of liability provisions of this Tariff in Section 2.1 are applicable to Vanity Number Service.

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4 - SUPPLEMENTAL SERVICES (Cont'd)

4.5.2 Conditions

- A. Charges for Vanity Number Service apply when a Customer:
- (1) Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.
 - (2) Requests a number change from the Customer's present number to a Vanity Number.
- B. The Company shall not be liable to any Customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another Customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Vanity Number Service.

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4 - SUPPLEMENTAL SERVICES (Cont'd)**4.6 DIRECTORY ASSISTANCE SERVICE (See Rate Schedule in Section 11.2 of this Tariff.)****4.6.1 General**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

4.6.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A. Calls from pay telephones.
- B. Requests for telephone numbers of non-published service.
- C. Requests from elderly individuals and individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined in Section 7.2.2 of this Tariff.

4.6.3 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

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5 - BASIC LINE SERVICE

5.1 GENERAL (See Rates Schedule at Section 11.6)

Basic Line Service provides a Customer with a connection to the Company's switching network that enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service or intra-LATA toll service. A Customer may pre-subscribe to such provider's service to originate calls on a direct dialed basis or to receive 8YY service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Company Identification Code (101XXXX). At the time of initial subscription, the Customer shall designate a Primary Interexchange Company (PIC) for intra-LATA and inter-LATA toll service.

Connection Charges as described in Section 3 apply to all service on a one-time basis unless waived pursuant to this Tariff.

5.1.1 Basic Analog Line Service

Basic Analog Line Service is provided via one or more channels terminated at the Customer's premises. Each Basic Analog Line Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

5.1.2 [RESERVED]

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5 - BASIC LINE SERVICE (Cont'd)**5.1 GENERAL (Cont'd)****5.1.3 Emergency Calling (911)**

Access to 911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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5 - BASIC LINE SERVICE (Cont'd)**5.2 SERVICE FEATURES**

- 5.2.1 Basic Analog Line Service may be connected to Customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service is provided on a two-way calling basis only.

The following features are available with Basic Analog Line Service at no additional charge:

3-Party Conference Calling	Call Forward No Answer
Call Transfer	Speed Calling (10 to 100 Numbers)*
Call Pickup	Last Number Redial
Call Forwarding Variable	Sequential Line Hunting
Message Waiting	Call Waiting
* Not regulated under this tariff.	

The following features are offered to Basic Analog Line Service Customers, where available, with compatible Customer-provided terminal equipment at no additional charge:

Caller ID + Name and Number	Block Caller ID
Call Trace	

5.2.2 [RESERVED]

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5 - BASIC LINE SERVICE (Cont'd)**5.2 SERVICE FEATURE DESCRIPTIONS****3-Party Conference Calling**

To three way call, the first person one wishes to talk to is dialed. Then the flash button is pressed and the other person's phone number is dialed. While it is ringing, flash is pressed again. This will put the three people together.

Block Caller ID

A feature that will block Caller ID from being transmitted when originating a call.

Call Forward No Answer

A feature that allows an incoming call to a called party, which would be otherwise unavailable, to be redirected to another telephone number only when the called number does not answer

Call Forward Variable

A feature that allows an incoming call to a called party, which would be otherwise unavailable, to be redirected to another telephone number, which can be easily changed, where the desired called party is situated.

Call Trace

Enables a user to trace their last incoming call whether it was answered or not using an automated trace system rather than a manual trace.

Call Transfer

Enables a user to relocate an existing call to another telephone or attendant console by using the transfer button and dialing the required location.

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5 - BASIC LINE SERVICE (Cont'd)**5.3 SERVICE FEATURE DESCRIPTIONS (Cont'd)****Call Pickup**

A feature that allows a user to answer someone else's telephone call. The call pickup feature is accessed by pressing a preprogrammed button (usually labeled "Call Pickup"), or by pressing a special sequence of buttons on the telephone set.

Caller ID

A service that transmits a caller's name and number to the called party's telephone during the ringing signal, or when the call is being set up but before the call is answered.

Call Waiting

When a user is busy on a line, this feature signals that there is another incoming call.

Last Number Redial

Allows the user to automatically redial the last party called by dialing a code from the telephone

Message Waiting

A calling feature that illuminates an LED on select telephones to notify a telephone user of waiting voicemail messages

Speed Calling

Speed Calling allows a user to establish a list of frequently called numbers and assign a one- or two-digit code to access a particular number on the list from the touch pad.

Sequential Line Hunting

A series of trunks organized in such a way that if the first line is busy, the next line is hunted and so on until a free line is found. Sequential hunting starts at the number dialed and ends at the last number in the group.

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5 - BASIC LINE SERVICE (Cont'd)

5.4 SERVICE CHARACTERISTICS

- 5.4.1 Basic Analog Line Service provides a Customer with one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time. Basic Line Service is provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Analog Line has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop start

Pulse Types: Dual Tone Multi-frequency (DTMF) or Dial Pulse (DP)

Directionality: Two-Way Only

5.4.2 [RESERVED]

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5 - BASIC LINE SERVICE (Cont'd)

5.5 RATE PLANS

5.5.1 General

- A. The Company offers the following Basic Line Service rate plans for analog service. Rates are set forth in Section 11 of this Tariff.

1) Basic Analog Line Service - monthly access charges apply.

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6 – PRODUCT DESCRIPTIONS

6.1 [RESERVED]

6.2 [RESERVED]

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6 – PRODUCT DESCRIPTIONS (Cont'd)

6.3 C2 AND C2E PRODUCT DESCRIPTIONS

6.3.1 C2 PRODUCT DESCRIPTION

C2 is a fully managed TDM/PBX telecommunications service targeted to the Small to Medium Enterprise customer profile, typically 10 - 100 seats in size. These customers are located in the buildings that Cypress has equipment installed. C2 offers five seat types designed to meet the needs of the medium and small enterprise customers. Basic, Receptionist, Common Area, Conference Room and Hot Line seats make up the seat portfolio.

Basic	Designed to fit all the basic needs of a company's personnel. The seat has access to all basic PBX and Digital Telephone features as well as voice mail provided off the PBX.
Receptionist	Designed for a front desk receptionist or group administrator who manages a high volume of calls. This seat provides busy lamp field/fast transfer or line sharing functionality for call screening capabilities.
Common Area	Designed as a telephone for a lobby, break room, cafeteria or shop area that is not assigned to a specific user.
Conference Room	Designed for a conference room which requires a speakerphone as well as audio only conference bridge.
Hot Line Seat	Designed for customers that require a point-to-point communications link in which a call is automatically directed to the preselected destination without any additional action by the user when the end instrument goes off-hook. An example would be a phone that automatically connects to emergency services on picking up the receiver.

Each seat includes a digital telephone bundled into the monthly recurring seat price. If an enterprise customer already owns an approved digital telephone they may use their telephone for a lower seat price per month (current approved telephone models are the Nortel Digital telephones bundled with seats). Offered and approved digital telephone models are detailed in the CPE requirements section of this document.

Cypress will be utilizing PBX lines via the installed PBX in the location to support the Hard Clients associated with each Basic, Receptionist, Common Area, Hot Line, and Conference Room seats. The PBX configuration provides customary business features found in PBX switches.

Upgrade options exist for the various seats.

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6 – PRODUCT DESCRIPTIONS (Cont'd)

6.3.1 C2 PRODUCT DESCRIPTION (Cont'd)

The C2 Bundle Includes:

Per Seat:

1. Managed digital telephone set
2. One DID number per telephone set
3. Calling Features: Standard PBX supported features
4. Unlimited Local calling
5. Unlimited* outbound Domestic LD Minutes
6. One POP3 email box per telephone set
7. One Voicemail box per telephone set

* With Restrictions

Per Customer:

1. 1.0Mbps Business Class internet connection
2. Fax-Modem line: (1 line for 3-9 telephones & 2 lines for 10+ telephones)
3. Secretary Add-on module: (1 set for 1-10 telephones & 2 sets for 11+ telephones)
4. One Auto Attendant
5. One Free Directory Listing

6.3.2 C2E PRODUCT DESCRIPTION

C2 Enhanced (C2E) is Cypress' C2 product(see Section 6.3.1) upgraded with additional capabilities, specifically Find Me Follow Me (FMFM), Unified Messaging and Auto Attendant. The Customer will continue to use digital handsets with call control provided by the Company-owned local PBX. C2E is only available in select Cypress-Lit Buildings.

The C2EBundle Includes:

Per Seat:

1. Managed digital telephone set
2. One DID number per telephone set
3. Calling Features: Standard PBX supported features
4. Unlimited Local calling
5. Unlimited* outbound Domestic LD Minutes

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6 – PRODUCT DESCRIPTIONS (Cont'd)

6.3.2 C2E PRODUCT DESCRIPTION (Cont'd)

The C2E Bundle Includes: (Cont'd)

Per Seat: (Cont'd)

6. One POP3 email box per telephone set

7. One Voicemail box per telephone set

* With Restrictions

Per Customer:

1. 1.0Mbps Business Class internet connection

2. Fax-Modem line: (1 line for 3-9 telephones & 2 lines for 10+ telephones)

3. Secretary Add-on module: (1 set for 1-10 telephones & 2 sets for 11+ telephones)

4. One Auto Attendant

5. One Free Directory Listing

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7 - SPECIAL SERVICES AND PROGRAMS

7.1 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

- 7.1.1 The Company will provide, upon request, specialized telecommunications equipment for Customers certified as hearing or speech impaired.
- 7.1.2 A Customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of South Carolina.
- 7.1.3 The Company will make every reasonable effort to locate and obtain equipment for a certified Customer.
- 7.1.4 The Customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- 7.1.5 The Company will also advise Customers who request this equipment of the applicable terms for purchase.

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7 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

7.2 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

7.2.1 General

Handicapped persons who have been certified to the Company as having a hearing or speech impairment which requires that they communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a fifty percent (50%) discount on local measured rate service.

7.2.2 Certification

Acceptable certifications are:

- A. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of South Carolina, or
- B. Pre-existing certifications establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

7.2.3 Qualification

Those Customers qualifying for the discount are persons whose impairment is such that competent authority would certify them as being unable to use a telephone for voice communication. See Explanation of Terms, "Handicapped Person," for a listing of the necessary qualifications.

7.2.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.

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7 - SPECIAL SERVICES AND PROGRAMS (Cont'd)**7.3 RELAY SERVICE****7.3.1 General**

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 8YY number. Specific 8YY numbers have been designated for both impaired and non-impaired Customers to use. The Customer may also access Relay Service via the Company by dialing the 711 service access code.

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8 - SPECIAL ARRANGEMENTS

8.1 CONTRACT SERVICE ARRANGEMENT (CSA) / INDIVIDUAL CASE BASIS (ICB) CONTRACTS

The Company may make promotional offerings of its tariffed services that may include reducing or waiving applicable charges of the promoted service. All offerings will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer. All promotional offerings will be filed with the Commission and a copy will be provided to the ORS.

For special situations, rates for specialized services will be determined on an Individual Case Basis (ICB) and specified by agreement between the Company and the Customer. All ICB arrangements shall be made available to the ORS upon request.

8.2 [RESERVED]

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9 – DIRECTORY SERVICE**9.1 DIRECTORY LISTINGS****9.1.1 Main Listings**

- A. The Company contracts with an outside provider, which may be the Incumbent Local Exchange Company, for directory listings. All references to the directory of the Company will mean the directory published by the outside provider. However, the Company will be responsible for coordinating Customer requests for directory listings, changes to directory listings, and any complaints associated with directory listings with the outside provider of directory listings. Requests or complaints concerning directory listings should be addressed to the Company directly at the toll-free number provided in Section 2.5 of this Tariff.
- B. The term “listing” refers to the information in light-face type in the alphabetical directory and Company’s records.
- C. Listings provided without charge are as follows:
 - (1) One white page listing;
- D. The name listed in the directory has no bearing on who is responsible for payment of the account associated with the number being listed.

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9 - DIRECTORY (Cont'd)

9.1 ALPHABETICAL DIRECTORY (Cont'd)

9.1.2 Composition of Listings

- A. Listings are limited to information essential to the identification of the listed party.
- B. Addresses
 - (1) Each listing normally includes the number and street name location where the telephone service is furnished. the name of a building may be shown in case of buildings commonly known by name.
 - (2) Upon Customer request, the address may be omitted, a post office box number may be shown, or a partial address (omitting number) may be shown. In directories where locality names are normally part of the address, a partial address consisting of the name of a locality may be shown.
- C. The Customer may request a main listing different from the billing name and address of the service. All such requests will be honored to the extent possible under the terms of the contract described in Section 9.1.1 above.

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9 - DIRECTORY (Cont'd)

9.1 ALPHABETICAL DIRECTORY (Cont'd)

9.1.3 Types of Listings

In addition to the main listing as described above, the following options are available for an additional charge.

A. Non-Listed

Telephone numbers of non-listed service are not listed in the Company's directories or on the directory records. Non-listed service is available with all classes of main telephone exchange service provided the Customer has other exchange service, which is listed in the directory or is on directory records in the same name and at the same address. There are no restrictions against furnishing name, address or number information for non-listed services.

B. Additional Listing

A listing in addition to the main listing.

C. Cross Reference Listing

A Customer may have a related listing in the same alphabetic group listing when required for identification of the listed party and not designated for advertising purposes.

D. Extra Line Listing

This feature provides information after a main or additional listing. It refers callers to an alternative telephone number that is listed immediately below the main number.

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9 - DIRECTORY (Cont'd)

9.1 ALPHABETICAL DIRECTORY (Cont'd)

9.1.4 Non-Published Service

A. General

The telephone numbers of non-published service are not listed in either the Company's alphabetical directory or directory records available to the general public. However, the telephone number, name, and address of a Customer with non-published service may be displayed when the Customer dials 911 and is connected to a Public Safety Answering Point (PSAP) for dispatch of emergency service. In addition, the Company will provide a Customer's non-published number when a law enforcement agency requests it in writing.

B. Regulations

- (1) Except as otherwise provided in this paragraph, incoming calls to non-published service will be completed only when the calling party places the call by number. In claims of emergencies involving life and death, the operator will call the non-published number and request permission to make an immediate connection to the calling party. If the connection is refused, the calling party will be advised.
- (2) The acceptance by the Company of the Customer's request to refrain from publishing his or her telephone number in the Directory does not create any relationship or obligation, direct or indirect, to any person other than the Customer.
- (3) In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing the telephone number of non-published service in the directory or disclosing said number to any person shall attach to the Company, and where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such non-published service.
- (4) The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly, by the publication of the number of a non-published service or the disclosing of said number to any person.

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9 - DIRECTORY (Cont'd)**9.2 DIRECTORY INFORMATION REQUESTS**

Requests for directory information are provided by dialing Directory Assistance. Information will not be issued by the Company outside of normal directory assistance procedures unless the request is made by an emergency agency. Directory information will only be provided to emergency agencies after a formal request is presented to the Company in writing. The requesting agency must agree to pay for the costs incurred by the Company in providing the information, and must certify that the information will be used only for the purpose of providing its services to the community.

9.3 LIABILITY OF THE COMPANY FOR ERRORS**9.3.1 General**

In the absence of gross negligence or willful misconduct, and except for the allowances stated elsewhere in this Tariff, no liability for any damage of any nature whatsoever arising from errors in directory listings or errors in listings obtainable from the operator, including errors in reporting thereof, shall attach to the Company. A listing is considered in error only when it shows the Customer on the wrong street, or in the wrong community. The Customer must notify the Company of an error.

9.3.2 Allowance for Errors

An allowance for errors in published directory listings or for errors in listings obtainable from the operator shall be given as follows:

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9 - DIRECTORY (Cont'd)

9.3 LIABILITY OF THE COMPANY FOR ERRORS (Cont'd)

9.3.2 Allowance for Errors (Cont'd)

A. Free Listings

For Free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs. The Company may issue the credit in a lump sum if it chooses to do so.

B. Charge Listings

For each additional or charge published directory listing, credit shall be given at the monthly Tariff rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.

C. Operator Records

For free or charge listings obtainable from records used by the operator, upon notification to the Company of the error in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basis monthly rate for the line(s) in question. No allowance will be provided for errors caused by other companies or operator service providers.

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10 - SERVICE AREAS

10.1 EXCHANGE SERVICE AREAS

10.1.1 Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LEC:

A. BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina

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11 - RATES SCHEDULE**11.1 CONNECTION CHARGES**

<u>Service Order/Installation Charge (per unit installed)</u>	<u>Non-Recurring Charges</u> \$75.00
<u>Restoral Charge</u>	<u>Non-Recurring Charges</u>
First	\$150.00
Additional	\$150.00

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11- RATES SCHEDULE (Cont'd)

11.2 SUPPLEMENTAL SERVICES

Directory Assistance Service, per call Charges

Local Directory Assistance	\$0.75
Intrastate Directory Assistance	\$0.95

Local Operator Service, per minute

Customer Dialed Calls	\$0.80
Person to Person Collect Calls	\$3.00
Third Party Billed Calls	\$1.33
Station to Station Calls	\$2.25

Busy Line Verification and Interrupt Service (Per Request)

Busy line Verification Charge, each request	\$3.00
Verification and Interruption Charge, each request	\$6.00

	<u>Recurring Charges</u>	<u>Non-Recurring Charges</u>
<u>Vanity Number Service</u>		
Per vanity number assigned	\$2.50	\$25.00

The non-recurring charge applies when adding Vanity Numbers and or Unblocking Service after initial installation of Service. This charge applies on a per-line, per order basis.

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11- RATES SCHEDULE (Cont'd)

11.3 [RESERVED]

11.4 [RESERVED]

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11- RATES SCHEDULE (Cont'd)

11.5 [RESERVED]

11.6	Analog Business Line	<u>Recurring Charge</u>	<u>Non-Recurring Charge</u>
		\$30.00	\$75.00

11.7 RETURNED CHECK CHARGE

\$25.00 for each check returned for insufficient funds.

11.8 ALTERNATE TELEPHONE NUMBER LISTINGS

	<u>Recurring Charge</u>	<u>Non-Recurring Charge</u>
First Directory Listing is provided for Free	\$-	\$-
Additional Directory Listing	\$3.00	\$-
Cross Reference Listing	\$3.00	\$-

The Company does not provide "Yellow Page" listings.

11.9 [RESERVED]

11.10 TAXES AND FEES

- A. All state and local taxes shall be listed as separate line items on the Customer's bill.
- i. If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
 - ii. Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

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11 – RATES SCHEDULE (Cont'd)

11.11 C2 OFFERING

- A. Product pricing is based on the number of seats and the length of term of contract, as represented in the table below:

C2 Basic Seat Pricing
(Per seat, per month)

Volume	12 Months	24 Months	36 Months	48 Months	60 Months
1 - 2 Seats	\$221	\$206	\$192	\$184	\$174
3 - 4 Seats	\$168	\$158	\$147	\$140	\$133
5 - 11 Seats	\$147	\$140	\$133	\$125	\$118
12 - 25 Seats	\$112	\$104	\$97	\$90	\$82
26 - 38 Seats	\$102	\$95	\$88	\$80	\$73
39 - 75 Seats	\$96	\$89	\$81	\$74	\$67
76+ Seats	\$93	\$85	\$78	\$71	\$63
Priority Analog Line (Fax)	\$32	\$32	\$32	\$32	\$32

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11 – RATES SCHEDULE (Cont'd)**Additional C2 Seats**

Seats Type (All Volumes)	Term in Months				
	12	24	36	48	60
Common Area Seat (2)	\$69	\$68	\$67	\$66	\$64
Reception Seat , 3904 w/ 1 KEM (3)	\$143	\$138	\$131	\$124	\$116
Reception Seat , 3904 w/ 2 KEMs (4)	\$154	\$147	\$141	\$135	\$126
Conference Seat (5)	\$92	\$91	\$89	\$88	\$87
Conference Seat w/ Ext. Microphones (6)	\$99	\$98	\$96	\$95	\$94

- B. The following percentage of the above rates reflects the portion of that rate attributable to local access, intrastate long distance, and interstate long distance services:

<u>Recurring Charge</u>			
Local Access	20%	Advanced Digital Equipment	25%
Intrastate long distance	11%	Voicemail	1%
Interstate long distance	14%	Internet Service	29%

- C. Installation charges:

Non-recurring Connection Charges
\$75.00 per seat

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11 – RATES SCHEDULE (Cont'd)

11.12 C2E OFFERING

A. Product pricing is based on the number of seats and the length of term of contract, as represented in the table below:

C2E Basic Seat Pricing
(Per seat, per month)

Volume	Term in Months				
	12	24	36	48	60
1-2 Seats	\$224	\$209	\$196	\$187	\$177
3-4 Seats	\$171	\$161	\$151	\$143	\$136
5 - 11 Seats	\$151	\$143	\$136	\$128	\$121
12 - 25 Seats	\$115	\$107	\$100	\$93	\$85
26 - 38 Seats	\$105	\$98	\$91	\$83	\$76
39 - 75 Seats	\$99	\$92	\$84	\$77	\$70
76+ Seats	\$96	\$89	\$81	\$74	\$67
Priority Analog Line (Fax)	\$32	\$32	\$32	\$32	\$32

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Additional C2E Seats

Seats Type (All Volumes)	Term in Months				
	12	24	36	48	60
Common Area Seat (2)	\$69	\$68	\$67	\$66	\$64
Reception Seat , 3904 w/ 1 KEM (3)	\$143	\$138	\$131	\$124	\$116
Reception Seat , 3904 w/ 2 KEMs (4)	\$154	\$147	\$141	\$135	\$126
Conference Seat (5)	\$92	\$91	\$89	\$88	\$87
Conference Seat w/ Ext. Microphones (6)	\$99	\$98	\$96	\$95	\$94

B. The following percentage of the above rates reflects the portion of that rate attributable to local access, intrastate long distance, and interstate long distance services:

<u>Recurring Charge</u>			
Local Access	19%	Advanced Digital Equipment	23%
Intrastate long distance	10%	Voicemail	8%
Interstate long distance	13%	Internet Service	27%

C. Installation charges:

Non-recurring Connection Charges
\$75.00 per seat

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